

GoodIP Terms of Service

These Terms of Service constitute an agreement by and between GoodIP GmbH (“GoodIP”) and you, a patent owner (“You”).

1. GoodIP’s Role

GoodIP provides the GoodIP website including social networking, messaging services and other services (“GoodIP Services”) solely for (i) patent owners like You to list certain of your patents (“Patents”) for sale or licensing to third parties (“Customers”) and (ii) registered or unregistered users (“Reviewers”) to post opinions of patent related issues and to connect with each other.

All transactions with Customers are between You and the Customers. GoodIP does not warrant or guarantee that any such transaction will occur. You understand and acknowledge that GoodIP is not a law firm or patent broker. GoodIP will not perform legal services or patent brokerage services for You.

GoodIP may post introductory remarks about the Patents on the GoodIP website. You will inform GoodIP without undue delay if You wants to propose changes to these introductory remarks. GoodIP may post questions or remarks about the Patents on the GoodIP website or on other websites to guide Reviewers to the GoodIP website.

2. Your Role

You have the desire and authority to list the Patents on the GoodIP website.

3. Ratings and Reviews

You have chosen (1) if the Reviewers may leave a public review (“Review”) and submit a public rating (“Rating”) about the Patents on the GoodIP website or (2) if you like to check and approve the Reviews and Ratings in advance.

Any Ratings or Reviews reflect the opinion of Reviewers and do not reflect the opinion of GoodIP. GoodIP asks the Reviewers that all Reviews and Ratings must be fair and truthful and may not contain any offensive or defamatory language. At its sole discretion, GoodIP may delete Ratings or Reviews and moderate Ratings or Reviews. However, GoodIP is under no obligation to verify the Ratings and Reviews for accuracy, fairness, etc.

4. Term

You may register for a free trial of the GoodIP Services and GoodIP will make the GoodIP Services available on a trial basis at no cost until the end of the trial period (up to three months).

After the end of the trial period, we will discuss with you if you like to subscribe to the GoodIP Service. Only if you choose to subscribe (per email or in writing) to the GoodIP Services after the trial period, will you pay GoodIP a fee of 20% of the gross revenue derived from the sale or license of any of the Patents provided that GoodIP or You have received an indicative bid to purchase the Patent from the purchaser while the Patent was listed on the GoodIP website. If, after the trial period, you like to continue checking and approving Reviews and Ratings for your Patents in advance (“Premium Services”), you will pay GoodIP an additional fee of €159 per Patent for each six month period that the Patent is listed on the GoodIP website.

GoodIP reserves the right at any time to assess fees for access, to portions of or in its entirety, any or all of the GoodIP Services and to modify such fees.

5. Disclaimers of Warranty

YOU EXPRESSLY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE USE OF THE GOODIP SERVICES IS AT YOUR SOLE RISK AND LIABILITY. THE GOODIP SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. GOODIP EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. GOODIP MAKES NO WARRANTY THAT THE GOODIP SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS FREE. USE OF ANY MATERIALS DOWNLOADED OR OBTAINED THROUGH THE USE OF THE GOODIP SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM GOODIP SHALL CREATE ANY WARRANTY NOT OTHERWISE EXPRESSLY STATED IN THESE TERMS OF SERVICES.

6. Limitations of Liability

YOU AGREE THAT GOODIP SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE GOODIP SERVICES, EVEN IF GOODIP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH GOODIP RELATED TO ANY OF THE GOODIP SERVICES SHALL BE TERMINATION OF SUCH SERVICES. IN NO EVENT SHALL GOODIP'S LIABILITY TO YOU, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES ACTUALLY PAID BY YOU TO GOODIP FOR SUCH SERVICES IN THE SIX (6) MONTHS

IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. YOU AGREE THAT THE FOREGOING IS AN AGREED ALLOCATION OF RISK AND IS A REFLECTION OF THE RIGHTS AND OBLIGATIONS AGREED UPON BY YOU AND GOODIP.

7. Miscellaneous

These Terms of Service shall be interpreted in accordance with Swiss law excluding its conflict-of-laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. The parties agree to submit to the exclusive jurisdiction of the Swiss courts. Judicial proceedings arising from or in connection with these Terms of Service may only be brought in the courts of Zurich, Switzerland.

These Terms of Service do not create any agency or partnership relationship between GoodIP and You.

These Terms of Service are not assignable or transferable by You without the prior written consent of the GoodIP.

These Terms of Service are the parties' entire agreement related to the Patents, superseding any prior or contemporaneous agreements. Any amendments must be in writing. Failure to enforce any provision of this agreement will not constitute a waiver.

8. Acceptance

BY CLICKING THE "SEND" BUTTON OR CHECKING THE "ACCEPT" BOX YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED TO ACCEPT THESE TERMS OF SERVICES AND (ii) ACCEPT THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT CLICK THE "SEND" BUTTON OR CHECK THE "ACCEPT" BOX OR OTHER MEANS PROVIDED FOR ACCEPTANCE.

Last update: July 1, 2018